



K#8046

# **Building Laborers' Labor Agreement**

**Wisconsin Laborers'  
District Council  
and  
Local Union  
No. 113**

**2008-2012**

Milwaukee, Waukesha, Ozaukee,  
Washington Counties





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## **2008-2012 BUILDING LABORERS' AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of June, 2008, by and between the ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC. of Waukesha County, THE ASSOCIATED GENERAL CONTRACTORS OF GREATER MILWAUKEE, INC. of Milwaukee County, hereinafter referred to as the "Associations," and the WISCONSIN LABORERS' DISTRICT COUNCIL and its affiliated Local Union 113 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA of the Counties of Milwaukee, Waukesha, Washington and Ozaukee, State of Wisconsin, hereinafter referred to as the "Union."

### **WITNESSETH**

That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed, and mutual benefits derived, agree to and with each other as follows:

### **RECOGNITION**

The Union has claimed and demonstrated and the employer is satisfied and acknowledges that the Union represents a majority of the employer's employees in the bargaining unit covered by this labor agreement. The employer hereby recognizes the Union as the exclusive bargaining agent under 9 (a) of the National Labor Relations Act for all employees performing work within such collective bargaining unit of all present and future jobs sites within the geographic jurisdiction covered by this labor agreement.

### **ARTICLE I**

#### **GEOGRAPHICAL JURISDICTION & DEFINITION OF GENERAL LABORER**

**Section 1.1.** This contract shall cover all general labor working on construction projects in Milwaukee, Waukesha, Washington and Ozaukee Counties. It shall cover all laborers working on the job site or in a contractor's yard when such yard work involves only supplies and materials which are to be incorporated directly into a construction project.

**Section 1.2. Laborer's Jurisdictional Work.** The following work jurisdiction is claimed by the "Union".

**Tenders:** Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, trucks, skid loaders or other motorized units used for such purpose including fork lifts.

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building construction area. The general cleanup, including sweeping, cleaning, wash down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

**Scaffolds:** Erection, planking and removal, of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof.

**Excavations and Foundations - Site Preparation and Clearance Transportation and Transmission Lines:** Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choke setters, off bearers, lumber and handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean-up of right of way, including tying on signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same.

**Concrete, Bituminous Concrete and Aggregates:**

- (a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of, or to equipment used in mixing or conveying concrete, aggregate or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding, or screeding, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.
- (b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.
- (c) The loading, unloading, carrying, distributing and handling of all rods; the loading, unloading, carrying, distributing, cutting, laying and meshmucking of all mesh and materials for use in reinforcing concrete construction. The hoisting of rods, mesh, and other materials, except when a derrick or outrigger operating by other than hand power is used.



(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be reused in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

**Underpinning, Lagging, Bracing, Propping and Shoring:**

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

**Drilling and Blasting:** All work of drilling, jack-hammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

**Signal Men:** Signal men on all construction work defined herein, including traffic control signalmen at construction sites.

**General Excavation and Grading:** The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

**Pits, Yards, Quarries, etc.:** All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants including temporary and portable batching plants.

**Wrecking:** The wrecking or dismantling of buildings and all structures: Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burying, backfilling, and landscaping of the site of wrecked structure.

**Use of Tools:** Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

**Miscellaneous:** All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

## **ARTICLE II**

### **UNION SECURITY**

The Employer agrees to require, during the life of this Agreement, membership in the Union, as a condition of continued employment of all Employees covered by this Agreement, after seven (7) days following the effective date of this Agreement, or after seven

(7) days following the commencement of such employment, whichever is later. Upon written notice from the Union advising that an Employee covered by this Agreement has failed to maintain membership in the Union in good standing, as covered above, by -payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the Employee, provided, however, that such membership in the Union is available to such Employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

### **ARTICLE III** **HOURS OF WORK**

#### **Section 3.1. Workday and Workweek.**

- (a) **Workday.** Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:30 P.M. The regular workday as described above may be adjusted for cause. When agreed upon between Employees on the job and the Employer, an adjustment of the workday schedule shall be permitted. The workday may begin at 6:00 A.M. and end at 5:30 P.M. Monday through Friday, up to 40 hours per week. Bargaining unit Employees servicing or otherwise working on the jobsite with crafts working different hours than those provided herein, shall work the same hours as that craft or crafts and shall be entitled to premium pay whenever the craft or crafts are so entitled.
- (b) The usual lunch period shall commence four (4) hours after the regular starting time. Any Employee who is required to work through the usual lunch period and does not start his lunch period until after five (5) hours after his starting time shall be paid an additional one-half (1/2) hour at the overtime rate.
- (c) **Workweek.** The workweek shall be forty (40) hours worked during the period beginning Monday at 8:00 A.M. and ending Friday at 4:30 P.M. (except as stated in Section 3.1(a) above).

When more than one shift is worked, the work-week shall start at 8:00 A.M. on Monday and end at 8:00 A.M. on Saturday (except as stated in Section 3.1(a)).

**Section 3.2. Overtime.** All hours worked in excess of eight (8) in any one day shall be compensated at time and one-half (1-1/2) the straight-time hourly wage rate except in those instances where Laborers are working with another craft which is compensated at a different overtime rate of pay, then the Laborers shall receive the overtime rate being paid the other craft.

**Section 3.3.**

(a) Extended Work Week – In order to provide a full week's work for the employee and the contractor, an extended workweek is desirable. On any job or project where the majority of the employees employed lose eight (8) or more hours of work in any calendar week, the extended workweek may be used. The contractor would have the option of how the time is made up, whether by extending the hours during the workweek, or by working on Saturday. On some projects, existing laws may preclude extending the daily hours without paying overtime rates. If the lost time is made up on Saturday, all hours worked after forty (40) hours shall be paid at time and one-half. Those employees who lost eight (8) hours must be part of the crew working as long as there is enough work to employ all of them. No employee who refuses to work the extended workweek will be disciplined or discharged for such refusal. It shall not be a violation of this agreement for the union to refuse to supply employees and applicants to and prohibit employees covered by this agreement from working for a contractor who violates this section. This provision shall not serve to vacate any regularly scheduled overtime.

Under no circumstances will an employee be allowed to make up lost time on Sundays, holidays or the following work week. An employer may not lay off, discharge or discriminate against any employee for refusal to work on a Saturday make-up day. If any craft to which the employer is signatory,

is working on the job and receiving overtime pay, then the Laborer will receive overtime pay.

- (b) All work performed on Sundays and on the holidays specified in subsection (c) below, shall be compensated at double (2) the straight-time hourly wage rates.
- (c) The legal holidays for the purpose of this Section shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Holiday work - (As designated by Federal Government Regulations) all work performed on New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid at double time. No work shall be performed on Independence Day or Labor Day without a permit from the Business Managers of Laborers' Local No. 113 depending on job site location, which shall be given only to protect property and in which event double time must be paid for such work. For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday, without pay. See Letter of Understanding – Exhibit "C."

#### **Section 3.4. Shift Operations.**

- (a) **Regular Shifts.** Whenever a three (3) shift operation is used between 12:00 midnight Sunday and 8:00 A.M. Saturday, the first shift shall consist of eight (8) hours as designated in Section 3.1(a) above. The second shift shall consist of seven and one-half (7-1/2) hours, but shall be compensated by an extra hour of pay. The third shift shall consist of seven (7) hours and shall also be compensated by an extra hour of pay.
- (b) **Other Shifts.** On all other shifts operations between 12:00 midnight Sunday and 8:00 A.M. Saturday, regardless of whether the regular day shift is actually worked, the shift(s) shall consist of eight (8) hours' work at the straight-time hourly wage rate; however, shifts starting after 12:00 P.M. shall be compensated by an additional fifty (50) cents per hour. Shifts

starting after 8:00 P.M. shall be compensated by an additional sixty-two (62) cents per hour. All work performed outside of the designated shift shall be paid for at overtime rates.

- (c) All shifts as described in this Section unless otherwise provided for, shall have a thirty (30) minute lunch period commencing at the midpoint of the shift and shall not be considered as time worked.
- (d) The time of all shifts must be designated for each job. No broken shifts shall be allowed at shift rates.

#### **Section 3.5. Overtime.**

- (a) **Weekdays.** All work performed outside of the designated shift Monday through Friday shall be paid at time and one-half (1-1/2) the straight-time hourly wage rate.
- (b) **Saturdays.** All work performed on the first shift on Saturday shall be paid at time and one-half (1-1/2). All work after eight (8) hours on Saturday will be at double time, notwithstanding Section 3.3(a) Extended Work Week.
- (c) **Sundays.** All work performed on Sunday shall be paid at double time.
- (d) **Holiday Work.** All work performed on New Year's Day, Memorial Day (as designated by Federal Government Regulations), Thanksgiving Day and Christmas Day, Independence Day or Labor Day shall be paid at double time.

#### **Section 3.6. Call-In and Reporting Pay.**

- (a) Employees who report to work at the direction of the Employer, or his agents, and are not placed at work, shall be entitled to two (2) hours' pay at the established rate, unless weather and other conditions are beyond the control of the Employer. The employer shall make a reasonable attempt, before the start of the shift, to notify employees of any work stoppage.
- (b) Employees called out for part-time work shall receive a minimum of four (4) hours' pay at the established rate.

- (c) The Employer shall pay the Employee full wages in the event that the employee is ordered to remain at, or to be ready to continue at work on a given job, although normal progress is interfered with due to inclement weather, breakdowns, or other delays beyond the control of the Employers.

#### **ARTICLE IV SPECIAL WAGE PROVISIONS**

**Section 4.1.** If a laborer is placed on a mechanic's job, he shall receive the prevailing scale of wages for that type of work, if he is capable of doing the work. Permission shall be obtained from the respective Union before this procedure is carried out.

**Section 4.2.** If said Laborer is placed on a higher rate job for a period of time of four(4) hours or less, he shall receive the higher rate of wages for four(4) hours.

**Section 4.3.** If said Laborer is placed on a higher rate job for a period of time of more than four (4) hours, he shall receive the higher rate of wages for the balance of the day.

**Section 4.4. Definitions.**

- (a) **Definition of Caisson Worker.** In the construction of bridges, dams and other structures requiring cofferdams built of tight wood sheeting or steel sheet piles, only the excavation described below shall be classed as caisson work. First, that excavation which is more than fifteen (15) feet below the lowest general excavation in the cofferdam. Second, that excavation which is more than fifteen (15) feet below the river or stream bed. Caisson workers' wages shall apply to work so classified.
- (b) **Underpinning.** Any excavation for footings, piers, mass columns, sumps and pits or work of similar nature adjacent to or integral with existing structures requiring the use of tight wood sheeting or steel sheet piling, which excavation extends five (5) feet or more below the lowest basement or sub-basement levels immediately adjacent thereto and which excavation is performed by hand methods and disposed of by a bucket and line, either hand power operated or shoveled

out by overhead stages, shall be classified and performed as underpinning work using caisson workers with the applicable rate of pay.

(c) **Definition of Caisson Worker-Top Man.** When specialized caisson digging equipment is used (such as Gar Wood Caisson Digger) requiring the use of a skilled top man, the top man shall be paid thirty-five (35) cents per hour less than a regular caisson worker.

(d) **Refractory Work.** Refer to Article XXV for provisions relating to Refractory Work.

## **ARTICLE V**

### **WAGES**

**List of Job Classifications and Wage Rates.** There is attached hereto and made a part hereof Exhibit "A", which exhibit shall list the straight-time hourly wage rates (including vacation pay) in effect for all classifications.

#### **Section 5.1. Current Wage Increase.**

- (a) Effective June 1, 2008, the straight-time hourly wage rates of all Employees covered by this Agreement shall be as listed in Exhibit "A".
- (b) Effective June 1, 2009, the straight-time hourly wage rates in effect as of May 31, 2009, of all Employees covered by this Agreement shall be increased one dollar and ninety-five cents (\$1.95) per hour for all classifications except that the Union may elect, at its option, upon at least thirty (30) days' written notice prior to May 27, 2009 to allocate any increase to any existing funds.
- (c) Effective June 7, 2010, the straight-time hourly wage rates in effect as of June 6, 2010, of all Employees covered by this Agreement shall be increased two dollars and five cents (\$2.05) per hour for all classifications except that the Union may elect, at its option, upon at least thirty (30) days' written notice prior to June 2, 2010 to allocate any increase to any existing funds.



- (d) Effective June 6, 2011, the straight-time hourly wage rates in effect as of June 5, 2011, of all Employees covered by this Agreement shall be increased two dollars and twenty-five cents (\$2.25) per hour for all classifications except that the Union may elect, at its option, upon at least thirty (30) days' written notice prior to June 1, 2011 to allocate any increase to any existing funds.

**Section 5.2. Foreman.** The foreman shall receive a premium of five percent (5%) per hour above the construction laborer rate.

**Section 5.3. General Foreman.** The general foreman shall receive a premium of ten percent (10%) per hour above the construction laborer rate.

**Section 5.4. Payment of Wages.**

- (a) **Pay Day.** Wages for work and services rendered by an Employee shall be paid to him weekly not later than the fifth workday following the last day of the Employer's established payroll period. A contractor may require that its employees be paid through direct deposit to an account with a financial institution of the employee's choice, unless the employee does not have a checking account.
- (b) **Discharge.** When an Employee is discharged, the Employer shall furnish such Employee a slip showing the reason for the discharge.
- (c) **Lay-off.** When an Employee is laid off or discharged he/she shall receive their wages by check or by electronic transfer by the Employer's next regularly scheduled pay day.

**ARTICLE VI**  
**SUBCONTRACTING**

**Section 6.1.** The Employer agrees that when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement and at the site of the construction, alteration, painting or repair of the building, structure or other work, he will sublet or contract

out such work only to an Employer who has signed or is covered by a written labor agreement with the Union. At those job sites at which the Employer subcontracts work covered by this Agreement, the Employer agrees to employ, or his subcontractor agrees to employ, Union bargaining unit Employees. In no event will the subcontracting clause be enforced through economic action.

**Section 6.2.**

- (a) The Employer further agrees that he will give written notice to all subcontractors that such subcontractors are required to pay their Employees the wages and fringe benefits provided for in this Agreement.
- (b) The Employer agrees not to enter into any individual Agreement which permits his Employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement. It is further agreed that all forms of compensation related to Employee productivity, such as bonus systems, quota systems, piecework systems, lumping labor systems and other incentive type arrangements will not be used.

**Section 6.3.**

- (a) It is agreed that employees represented by the Union shall not contract or subcontract any work. This shall not prevent any employees represented by the Union from legitimately entering business as a Contractor providing he/she has been so recorded with the Union, agrees to abide by all the terms and conditions of this agreement and the Contractor has been so notified. It is the responsibility and duty of all parties subject to this agreement to report instances of side-jobbing to management and labor representatives.
- (b) In the event any employees represented by the Union violate this section of the Agreement, the party involved will be reprimanded and fined in accordance with the Union's Constitution and Bylaws.

**ARTICLE VII**  
**HEALTH FUND**

**Section 7.1.**

- (a) Each Employer covered by this Agreement shall pay monthly, effective June 1, 2008, to the Wisconsin Laborer's Health Fund, Box 684001, Milwaukee, Wisconsin 53268-4001 the amount listed in Exhibit "A".
- (b) Amounts effective June 1, 2009, June 7, 2010 and June 6, 2011 to be determined.
- (c) (1) All of the hourly contributions paid by Employers to the Trustees of the Wisconsin Laborer's Health Fund pursuant to this Article shall become part of the trust fund of such Health Fund and shall be used for health and welfare benefits, administrative costs and as may otherwise be prescribed in the Trust Agreement governing such Fund.

**Section 7.2.** The Associations and the Union, and all Employers covered by this Agreement, agree to be bound by all of the terms of the Wisconsin Laborer's Health Fund, and by all of the actions of the Trustees administering such Health Fund in accordance with the Trust Agreement, Plan and rules of the Trustees, provided that such Trust Agreement, Plan and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under said Trust Agreement and all such succeeding Trustees as will be appointed in accordance with the Trust Agreement. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

**Section 7.3.**

- (a) Payments to the Health Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund,

and after the Trustees have advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) If the Employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

**Section 7.4. Government Mandated Health Plan** – In the event a National and/or State Health Insurance Plan becomes law, this Agreement shall be opened for the sole and exclusive purpose of apportioning the amount of the then-current hourly contribution that is required between National and/or State Health Insurance, the Health and Welfare Funds provided for in this Agreement, and the remainder to wages.

#### **ARTICLE VIII** **VACATION FUND**

##### **Section 8.1.**

(a) The Building and Public Works Laborers' Vacation Trust Fund hereinafter referred to as the "Vacation Fund," established in 1955, shall continue to remain in full force and effect.

- (b) Each Employer covered by this Agreement shall pay monthly to the Building and Public Works Laborers' Vacation Trust Fund, Department 805, Milwaukee, WI 53259, the sum of one dollar and forty-nine cents (\$1.49) per hour for vacation pay and working dues and of one (1) cent per hour for jury pay for each hour (whether straight-time or overtime) for which wages or compensation is payable to an Employee under this Agreement. Payments to the Vacation Fund shall be considered as wages of an Employee and shall be included in gross earnings for the purpose of computing deductions for withholding tax and social security. In addition, Vacation Pay shall be deducted from the Employee's paycheck and sent to the Laborers' Vacation Fund.
- (c) Effective June 1, 2009 the contribution rate shall be determined at a later date.
- (d) Effective June 7, 2010 the contribution rate shall be determined at a later date.
- (e) Effective June 6, 2011 the contribution rate shall be determined at a later date.

**Section 8.2.**

- (a) The deduction of one dollar and forty-nine cents (\$1.49) per hour shall be credited to respective individual Employees under and subject to such conditions, limitations and policies as may be provided under the applicable Trust Agreement and as may be established by the Trustees of the Vacation Fund.
- (b) The deduction of one (1) cent per hour shall not be credited to individual Employees, but shall be used by the Trustees to pay Employees covered by this Agreement for jury duty under and subject to such conditions, limitations and policies as may be established by the Trustees of the Vacation Fund.

**Section 8.3.** The rules under which such Vacation Plan and Trust Fund established in connection therewith are to operate are set forth in a Trust Agreement heretofore entered into between the Allied Construction Employers Association (ACEA) and the

Union, and in the Bylaws prepared by the Trustees pursuant to such Trust Agreement.

**Section 8.4.** The Employer agrees to abide by the terms and conditions of the above mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the ACEA as provided in said Trust Agreement as his representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the ACEA. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

**Section 8.5.**

- (a) Deductions sent to the Vacation Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) If the Employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

**Section 8.6.** The Vacation Fund covered and referred to in this Article may be withdrawn from any existing joint or united vacation fund, only when mutually agreed to between the Union and the ACEA.

**Section 8.7.** Deductions sent to the Vacation Fund, and any liquidated damages payable in connection therewith, are a part of the wages due to the Employees with respect to whose work such payments are made. No individual Employer shall have any right, title or interest in such payments, or any part thereof, and no part thereof shall revert to any such individual Employer. Insofar as consistent with the other provisions of this Agreement, the deductions shall be treated and reported as a part of the compensation earned at the time the work to which the deductions pertain is performed, subject to the terms of this Agreement, and shall be deemed to be, and shall be treated as, subject to withholding tax and Social Security and Unemployment taxes as a part of the total compensation payable at the end of the individual Employer's payroll period during which such work is performed. Such deductions, being payable upon an "hours-worked" basis shall be a part of the hourly wage rates for the purpose of computing overtime or reporting time or for any other purpose of the collective bargaining agreement, or part of the "regular rate" or "basic hourly rate" for the purpose of the Federal Fair Labor Standards Act or the Walsh-Healey Act or any other law, ordinance or regulation.

## **ARTICLE IX**

### **PENSION PLAN**

#### **Section 9.1.**

(a) Each Employer covered by this Agreement shall pay monthly effective June 1, 2008 to the Building Trades United Pension Trust Fund - Milwaukee and Vicinity, the amount listed in Exhibit "A".

(b) Amounts effective June 1, 2009, June 7, 2010 and June 6, 2011 to be determined.

**Section 9.2.** The Trust Agreement dated June 1, 1959, which establishes said Building Trades United Pension Trust Fund as it may be amended from time to time shall govern the establishment, administration and operation of said Pension Trust Fund and of the Pension Plan, provided, however, that the said Trust Agreement and said Plan contain provisions requiring uniform formula of benefits and a single joint Employer-Union Board of Trustees. The Employees covered by this Agreement are to receive such benefits as they may be entitled to under said Trust Agreement and Pension Plan.

**Section 9.3.** The Employer agrees to abide by the terms and conditions of the above mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the Allied Construction Employers Association (ACEA) as provided in said Trust Agreement as his representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the ACEA. The Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

**Section 9.4.**

(a) Payments to the Pension Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such



delinquent Employers shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) If the Employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

**Section 9.5.** The parties agree to establish a 401(k) Plan and Trust under which employees may make voluntary contributions by payroll deduction.

**Section 9.6.** Any additional payments or contributions of any kind to the above Pension Fund required by law or mandated by trustees will be deducted from the overall negotiated wage package including the base rate if necessary.

#### **ARTICLE X** **ENFORCEMENT OF PAYMENTS** **TO FRINGE BENEFIT FUNDS**

**Section 10.1.** A "Fringe Benefit Fund," as that term is used in this Article, is any trust fund to which the Employer is obligated to make contributions, under this Agreement, specifically the Building Trades United Pension Trust Fund, the Wisconsin Laborers Health Fund, the Building and Public Works Laborers' Vacation Fund, CLMC/BIGSTEP and, further, the Industry Advancement Program/Contract Administration Fund, LECET and Wisconsin Laborers' Skill Improvement Fund provided for in Article XX. The term "Trustees," as used in this Article, shall also have reference to the Allied Construction Employers Association (ACEA)

with respect to the Industry Advancement Program/Contract Administration Fund, LECET and Wisconsin Laborers' Skill Improvement Fund.

**Section 10.2.** The Employer's obligation under this Agreement to make payments and contributions to Fringe Benefit Funds for all Employees covered by this Agreement applies to all Employees regardless of membership or non-membership in the Union.

**Section 10.3.** All payments to the Fringe Benefit Funds for Employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

**Section 10.4.** The Employer shall promptly furnish to the Trustees of any Fringe Benefit Fund or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present Employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Fringe Benefit Fund. The Trustees or their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the Fringe Benefit Fund.

**Section 10.5.** The Trustees of any Fringe Benefit Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay to the respective Fringe Benefit Fund or Fund's attorney's fees, as well as any court reporter fees, filing fees and the actual cost of effecting service of papers.

**ARTICLE XI**  
**GENERAL RULES**

THE PARTIES HEREBY AGREE TO FAITHFULLY COMPLY  
WITH THE FOLLOWING RULES:

1. No member of this Union shall subcontract work at any time.
2. No piecework or bonus system rates shall be allowed.
3. The Employer shall supply all tools and equipment required on the job. The Employer shall further provide such special protective clothing as rubber boots, raincoats, rubberized gloves, etc., when condition of work or the elements so warrant; a deposit of not to exceed twenty-five dollars (\$25.00) may be withheld from the Employee for proper return of same.
4. Number two shovels shall be used in shoveling ground, stone and sand.
5. No restriction shall be made in the use of machinery and tools but machinery must be operated by members of the Union having jurisdiction thereof.
6. There shall be no limitation as to the amount of work a man shall perform during his working day.
7. The foreman shall be selected by and be the representative of the Employer. A labor foreman shall be employed whenever ten (10) or more laborers are employed on any one (1) job. A non-working foreman shall be employed whenever ten (10) or more Employees are in one (1) crew. A general foreman shall be employed whenever twenty-five (25) or more laborers are employed on any one (1) job.
8. No foreman shall use abusive language to any Employee.
9. A Member must show his pay envelope or check upon demand to the Business Agent, Secretary, Steward or any member of Local No. 113.

10. No Employer shall be required to put to work a man who appears in an intoxicated condition.
11. When more than the minimum rate of wages as agreed upon herein is paid, no Employer shall make a reduction in such wages without giving the man or men receiving such wages due notice previous to such reduction.
12. Employees shall not be required to work in extra hazardous places, and no man shall work alone on second or third shifts where hazards exist.
13. There shall be no restriction on the use of any raw or manufactured material except prison made.
14. All members are at liberty to work for any contractor who has reached a Union Agreement with this Local Union, and contractors are at liberty to employ and discharge with just cause, any member in good standing with the Union.
15. The Employer shall pay the Employee full wages in the event that the Employee is ordered to remain at, or to be ready to continue at work on a given job although normal progress is interfered with due to inclement weather, breakdowns, or other delays beyond the control of the Employer. Time must be paid straight through if, in the event of a delay, the worker returns to work within one (1) hour of the time the delay started.
16. The Union shall furnish the ACEA and the Employers with copies of complete wage scales for any and all jobs, to be filed with the timekeeper at the Field Office and one to be posted in the Shelter House of the workers.
17. Employers shall provide transportation for Employees during regular working hours and pay full time for periods of transportation.
18. A worker shall not work more than one (1) shift in any twenty-four (24) hours except at overtime rates, and in that event the Union shall be notified.

19. The Employer shall provide shelter and heated quarters for the Employees during the lunch hour and for the purpose of changing clothes. Sanitary toilets shall also be provided on all jobs in accordance with the Occupational Safety and Health Administration (OSHA) code.
20. The Union agrees to require Laborers working for Employers signatory to this agreement to attend the Laborers' Training School when requested by the Employer. The Employers may specify courses which employees shall take. Laborers who decline to attend this school may be terminated by their employer. Regular indentured apprentices shall be encouraged, but shall not displace or take precedence over a laborer hired before the apprentice. A journeyman hired after an apprentice shall not have such precedence.
21. A steward may be appointed by the Union on each job, who shall perform his duties at such time as will not interfere with his regular work, and should any grievance arise the steward shall notify the business manager at once, who shall use every means to adjust such grievance without stoppage of work. He shall always, while at work, carry a copy of the working rules with him. He shall be subject to the jurisdiction of the joint arbitration board. The Steward shall be a competent worker and he shall not be dismissed without just cause nor shall he be discriminated against for performing his duties as outlined in this Agreement. The Steward or any laborer who has had I.A.P. safety training shall act as a safety man and he shall report all unsafe conditions or acts to the job supervisor who shall see to it that these conditions and acts will be remedied immediately. If steps have not been taken within twenty-four (24) hours to rectify the unsafe condition, it shall then be reported to an officer of the company.
22. No Employee shall replace another Employee on another job for overtime rates without permission from the Union Office.
23. When any Employer covered by the Agreement needs additional laborers, he shall consider calling the Union for such additional laborers.

24. **Key Man Provision.** Employers from outside the four county area covered by this Agreement agree to hire persons who are permanent residents of either Milwaukee, Waukesha, Washington or Ozaukee County. This provision applies to all work performed within the four (4) county area. Employers from outside the four (4) county area may bring in supervisory personnel. Labor Foremen shall not be considered supervisory personnel.
25. *Members of the firm are not to take the place of construction laborers.*
26. The Employer shall be responsible for the loss by fire of an Employee's personal belongings, stored on a job, if the Employee has previously filed with the main office of the Employer, an itemized inventory of such belongings, or if substantial proof can be given to substantiate the claim.
27. When an Employee loses time due to absence resulting directly from an accident occurring while on the job, and the injury so sustained requires the attention of a physician the Employer shall pay for those regularly scheduled hours which were lost by the Employee on the day such injury occurred.
28. There shall be a committee of A.C.E.A. and building trades representatives to meet with the proper city officials to try to resolve the parking problems on building projects in areas where a parking problem exists.
29. **Coffee Break.** There shall be a ten (10) minute coffee break at the site of the work as near as possible to the middle of the first half of each shift only, to be scheduled by the Employer, based on job conditions.
30. **Bonding.** All new employers will be required, upon signing a collective bargaining agreement, to post, on a form approved by them, with the Business Manager of the Laborer's Local 113 a bond written by a company rated by AM Best as A- or

better to guarantee payment of all funds. Bonds shall be in the amounts of:

1 to 5 covered employees	\$15,000
6 to 20 covered employees	\$50,000
Over 20 covered employees	\$100,000

If the employer becomes delinquent for two months of contributions, the Business Manager shall call the bond and divide the proceeds of the bond among all funds the Funds in the Laborer's agreement that the employer is obligated to pay into according to the prorated extent of each fund's claims.

The bond will remain in force until the employer has a record of one year of complete and timely contributions.

Any employer who has not been required to post a bond will be required to do so as soon as the employer becomes delinquent for two months of contributions. This bond in the amounts specified above will remain in place until the delinquent employer has accumulated a record of one year of complete and timely contributions.

Employers who do not provide required bonds will have their employees removed after a 15 day notice to the employer until such time as they are in compliance with the bonding requirements.

If the Employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

31. When mason contractor employers covered by this Agreement require use of a fork lift, it is to be manned by a member of this Union.
32. The following work shall be performed by Employees covered by this Agreement and represented by the Union:
  - (a) Pulling up of wire mesh when the pouring of concrete is in progress.

33. The following work shall be performed by Employees covered by this Agreement and represented by the Union, in accordance with past practice:
- (a) All stripping and material handling to point of erection;
  - (b) Grading and preparing the area for the pouring of concrete, including spreading of stone, tamping of such surface, where done by hand or any other process.
  - (c) Cleaning of all debris in building and construction area including the sweeping of floors, where done by hand, or any other process.
  - (d) Covering and curing of all concrete.
  - (e) Pouring of concrete in all piling.
  - (f) Filling of all voids with insulation on masonry work.
34. Upon agreement with the employee, the Union and the Contractor, the contractor will deduct the Initiation Fee from the employee's pay and forward it to the Union in the agreed upon amounts and installments.
35. Authorized representatives of the Union shall have access at all projects, including those projects where access is limited by the owner, provided however, they report their presence to the contractor or one of their representatives on the job. There shall be no interruption of job progress. Contractors will make reasonable attempt to work with owners for access to any construction site consistent with owner rules of access.

**ARTICLE XII**  
**OWNER MANDATED RULES**

**Section 12.1.** The contractor shall have the right to implement project owner requirements.



**ARTICLE XIII**  
**TRAVEL AND TRANSPORTATION**

**Section 13.1.**

- (a) **Travel and Subsistence.** Employees required to travel outside the area covered by this agreement and beyond a forty (40) mile radius of the Contractor's office and/or a 40 mile radius from their home will be reimbursed for mileage beyond the 40 miles of the shortest total distance at the current IRS rate.
- (b) **Travel Pay.** Travel which occurs during the Employee's designated shift shall be paid at the straight-time hourly wage rate and fringe benefit contributions shall be required for such time.
- (c) **Subsistence Allowance.** When an Employee is employed for a period of more than one (1) day in the subsistence area, he shall receive a minimum subsistence allowance of thirty dollars (\$30.00) per day or shall be reimbursed for reasonable expenses including food and lodging, however, receipts must be turned in to the Employer. No travel allowance or mileage shall be paid in addition to the above. Further, when working outside of the jurisdiction of this Agreement, the Employer shall pay as a minimum, the hourly wages and fringe benefit contributions under this agreement except that in the event the Employer assigns any of his Milwaukee area Employees covered by this Agreement to work on a job site located outside of the geographical coverage of this Agreement (i.e., outside of the counties of Milwaukee, Ozaukee, Washington and Waukesha), the Employer shall continue to make the payments to the fringe benefit funds as provided in Articles VII, VIII, IX and XVIII of this Agreement for such Milwaukee area Employees, unless such Employer is required to pay, and does pay, contributions to like fringe benefit funds pursuant to a labor agreement covering the work at the job site entered into with the Laborers local union or district council having geographical jurisdiction over such job site. It is the intent of this Section (1) to facilitate the continuity of health benefit

coverage for such Milwaukee area Employees when working outside the geographical coverage of this Agreement and (ii) to assure that such Employer is not required simultaneously to pay contributions to the fringe benefit funds specified in this Agreement and also to like fringe benefit funds under the labor agreement having geographical coverage over the job site.

#### **ARTICLE XIV**

##### **JURISDICTIONAL DISPUTES**

**Section 14.1.** It is hereby agreed and understood that nothing in this Agreement shall be interpreted, construed, or applied in any way that will conflict with the provisions, requirements, purpose and intent of the constitution of the Laborers' International Union of North America, or the obligations of its members in connection therewith, provided, however, that the Associations and Employers represented by them shall thereby not be required to engage in any acts or practices which are in violation of any law.

**Section 14.2.** In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled. It is further agreed that the International Presidents of the trades involved shall settle the jurisdictional dispute.

#### **ARTICLE XV**

##### **SETTLEMENT OF DISPUTES**

**Section 15.1.** Joint Grievance Board. There is created a Joint Grievance Board for the purpose of settling and adjusting grievances, controversies, and disputes, under or involving the provisions of this Agreement, in accordance with the terms of this Article. Such Joint Grievance Board shall consist of three (3) members to be appointed by the Allied Construction Employers Association (ACEA), and of three (3) members to be appointed by the Union. The Joint Grievance Board shall meet periodically to discuss grievances.

**Section 15.2. Settlement of Disputes.** Should any disputes, controversies or grievances under or involving the provisions of this Agreement arise between the parties to such Agreement, or between an Employer and the Union, or an Employee represented by the Union, such matter shall, upon request of any of the affected parties, be referred to such Joint Grievance Board for settlement or adjustment. A conference for the settlement or adjustment of such matter be scheduled, when possible, within twenty-four (24) hours with the conference to be held within five (5) working days.

**Section 15.3. Arbitration.** If the matter cannot be satisfactorily settled or adjusted by such Joint Grievance Board, it shall be referred to arbitration in accordance with the following procedure:

- (a) The members of the Joint Arbitration Board, as established pursuant to Section 1 of this Article, shall agree upon the selection of a seventh (7th) impartial member of such Joint Arbitration Board.
- (b) The ACEA and the Union, each, shall bear the expense of their own representatives on the Joint Arbitration Board. The fees of the impartial seventh (7th) member, and all expenses of the Board of Arbitration, shall be borne equally by the ACEA and the Union, except that in the event the matter in dispute involves an Employer who is not affiliated with the ACEA, then the Union and such employer shall equally bear the expense.
- (c) The decision or award of a majority of the seven (7) member Board of Arbitration shall be final and binding upon all parties, providing that it is within the authority of the Board. Said Board of Arbitration shall have no authority to change or modify any of the terms or conditions of this Agreement.
- (d) A written decision of the Board of Arbitration shall be handed down as soon as reasonably possible, and in no event, shall decision be issued later than thirty (30) days following the conclusion of the hearing before the Board.

**Section 15.4.** Grievances over discharge or suspension shall be filed no later than ten (10) calendar days after the matter is brought to the attention of the business representatives of the union and in no event later than six (6) months after the event giving rise to the grievance for all grievances involving monetary liability excluding health, pension, vacation, IAP/CA and Wisconsin Laborers' Skill Improvement Fund.

**Section 15.5.** A strike or lockout to enforce safety or sanitary conditions on the job only in the area of violation of said conditions shall not be construed as a violation of this Agreement.

## **ARTICLE XVI**

### **APPRENTICESHIP/TRAINING**

#### **Section 16.1. Apprenticeship**

1. New applicants for employment who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer shall be eligible to apply to enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union. An apprentice who fails to maintain his apprenticeship status shall not be eligible for hire by any employer covered by this Agreement. It is understood that no action will be taken by the Union against any Employer who inadvertently hires an apprentice who failed to maintain their apprenticeship status. It is understood however that the employer will have to terminate the individual upon being notified of the ineligible status.
2. The Apprenticeship and Training Standards approved by the Department of Workforce Development, Bureau of Apprenticeship Standards are hereby incorporated by reference as part of this Agreement.

3. The Apprentice wage rates:

Hours of Credit	Wage Rate
0-1000 hrs.	70% of journey rate + 10% wage add on
1001-2000 hrs.	75% of journey rate + 10% wage add on
2001-3000 hrs.	80% of journey rate + 10% wage add on
3001-4000 hrs.	85% of journey rate + 10% wage add on

10% is being added on to the base wage to pay for the time Apprentices spend in their block related instruction.

4. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.
5. The Employer shall pay an apprentice the full Health and Welfare benefit package as described in this contract. Pension contribution for Apprentices shall be \$1.00 per hour less than a Journey Worker.
6. Entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC.
7. The Employer will comply with State of Wisconsin mandated journeyman/ apprentice ratios.
8. It is agreed and understood that the ratio of apprentices-to journeyman will be subject to review by the JATC Board of Trustees on an annual basis. However, in the event the trustees cannot agree on a ratio, it shall revert to the ratio defined in the master agreement.
9. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, classroom training, in different

areas of construction, will be mandatory. Four hundred (400) hours of classroom instruction shall be mandatory.

10. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker of any trade.

11. An Apprentice shall not be penalized for taking off from work to attend offsite apprenticeship training.

**Section 16.2.** Members as a condition of employment will be required to sign a statement indicating receipt of, reading of and willingness to comply with the employer's reasonable safety requirements adapted as part of the contractor's overall safety program. Also the Contractor and the Union mutually agree that the members shall attend a mandatory safety training program as provided by the Wisconsin Laborers Skill Fund each year or contractor's sponsored program to include skills and upgrade training.

## **ARTICLE XVII RESERVED**

## **ARTICLE XVIII SAFETY**

### **Section 18.1.**

- (a) In the event that safety equipment of any kind is required by law, regulation, or Employer directive, it shall be provided at the expense of the Employer. The Union shall not be responsible for any violation of safety statutes or regulations. All safety apparel and protective clothing shall be furnished by the Employer except prescription safety glasses and safety shoes which shall be provided by the employee.
- (b) It is understood that all employer-supplied safety equipment is the Employer's property. A receipt for property and authorization for deduction of cost for same will be signed by the Employee. In the event an Employee fails to return an Employer's property, said Employee will reimburse his Employer by having the cost of said property deducted from his next payroll check as per the authorization.

**Section 18.2.** Every employee whose failure to wear personal protective equipment causes the issuance of an OSHA citation against his employer shall be required to attend a two hour safety program offered through the Wisconsin Laborer's Skill Improvement Fund or Safety Program provided by the ACEA-AGC Safety Program.

**Section 18.3.** The personal use of company or personal cell phones shall be prohibited during working hours. Personal cell phones may be used for personal calls only during lunch and coffee breaks with the exception of an emergency.

**ARTICLE XIX**  
**WORKER'S AND UNEMPLOYMENT**  
**COMPENSATION**

**Section 19.1.** Every Employer who is subject to this Agreement, regardless of the number of persons employed by such employer, shall obtain coverage under the Workers' and Unemployment Compensation Acts of the State of Wisconsin.

**Section 19.2.** Every Employer agrees that no Employee will be discharged or disciplined in any respect for having filed a claim for compensation for an on-the-job injury. An Employee who loses time because of an injury incurred on the job site or in the course of employment will be reinstated replacing any Employee hired subsequent to the injury, provided the injured Employee has not been incapacitated by the injury to such an extent that he is no longer qualified for the work.

**Section 19.3. Light Duty Work.**

- (a) If available and at the option of the Employer, an Employee who has suffered an on the job injury may be offered light duty work based on the following conditions:
1. The Employee has been released for light duty work by the treating physician.
  2. The available work is within the limitations of the treating physician's release.

3. The Union shall be notified by the Employer when the Employee is offered light duty work.

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the Employees normal rate of pay. All fringe benefits will be paid on all hours worked. In addition the employee shall receive Worker's Compensation temporary partial disability payments.

The Employer is required to notify his workers compensation carrier weekly of the Employee's hours. Failure to do so on a timely basis will make the Employer responsible for any shortage in the Employee's temporary partial disability payments that arise out of the failure to report.

In no case will the Employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis. At the end of the six month period, the Employee either returns to full pay or full workers compensation. It is agreed if an employee on light duty work is laid off and is still entitled to any worker's compensation benefits and is denied same, the Safety Director of the AGC will assist in reinstating Worker's Compensation benefits to said Employee.

- (b) Non Work Related Injury. If available and at the option of the Employer, an Employee who is receiving disability payments from the Health Fund may be offered light duty work based on the following conditions:

1. The Employee has been released for light duty work by the treating physician.
2. The available work is within the limitations of the treating physician's release.
3. The Union shall be notified by the Employer when the Employee is offered light duty work.

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the Employee's normal rate of pay,



plus loss of time benefits at the full amount, subject to limitations set forth in the Trust Agreement. All fringe benefits will be paid on all hours worked.

In no case will the Employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis unless the Employee, the Union representative and the Employer agree to a time extension.

**ARTICLE XX**  
**INDUSTRY ADVANCEMENT PROGRAM/CONTRACT**  
**ADMINISTRATION, WISCONSIN LABORERS SKILL**  
**IMPROVEMENT FUND AND L.E.C.E.T. FUND**

**Section 20.1.** Effective June 1, 2008 each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund for each Employee covered by or subject to this Agreement the sum of forty-eight (\$.48) cents per hour for all actual time worked by each Employee. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments are to be mailed to IAP/CA P.O. Box 507, Brookfield, WI 53008-0507. The Employer contributions required to be paid under this Section shall not be referred to, or be considered as wage or fringe benefit payments.

**Section 20.2.**

- (a) Except to the extent otherwise provided in Section 20.3 of this Article, the payments received by the IAP/CA Fund pursuant to Section 20.1 of this Article shall be used as provided in subsection (b) of this Section.
- (b) The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP Agreement and may also be used for activities pertaining to the administration of labor agreements which require contributions to the IAP/CA Fund and related operations.

### **Section 20.3.**

- (a) Each Employer covered by or subject to this Agreement shall pay to the IAP/CA for each Employee covered by or subject to this Agreement the sum of forty-eight (\$.48) cents per hour for all actual time worked by each Employee. Out of each forty-eight (\$.48) cents per hour received by the IAP/CA Fund from Employers for hours worked pursuant to this Section the IAP/CA Fund is required to pay and will remit twenty-three (\$.23) cents per hour to the Wisconsin Laborers Skill Improvement Fund, eight (\$.08) cents per hour to the joint L.E.C.E.T. Fund and three (\$.03) cents per hour as the Laborer's contribution to CLMC/BIGSTEP. Said payment shall be remitted to said Funds by the IAP/CA Fund, monthly, within thirty (30) days after receipt by the IAP/CA Fund of such Employer contributions. Of the remaining money the IAP will also remit three (\$.03) cents per hour as the Management's contribution to CLMC/BIGSTEP
- (b) Any employer not represented by the Associations may elect by written notification to the Union, to the IAP/CA and to the Wisconsin Laborers Skill Improvement Fund not to contribute to the IAP/CA Fund. If the contractor makes such an election, the contractor will contribute an additional amount equal to the IAP/CA fund contribution to the Wisconsin Laborers Skill Improvement Fund to equalize the total package cost.

### **Section 20.4.**

- (a) In the event it becomes necessary to institute collection proceedings against any Employer delinquent in payments to the IAP/CA Fund required by Section 20.1 and Section 20.3 of this Article, the Funds will assume, pro rata, the legal and other costs of collection, to the extent that the same are not covered by liquidated damages collected pursuant to Section 20.5 of this Article.
- (b) The Employers covered by this Agreement agree to be bound by the terms of the Agreement and Declaration of Trust of the

Wisconsin Laborers Skill Improvement Trust and the Agreement and Declaration of Trust of the Joint L.E.C.E.T. Fund ("LECET") to the extent not inconsistent with this labor agreement. Said Employers do further consent to the appointment of, and accept, the Trustees of said Skill Improvement Trust and said LECET Trust heretofore and hereafter designated and appointed in accordance with said Agreement and Declaration of Trust.

- (c) The LECET Fund shall be established by the parties in accordance with Section 6 (b) of the Labor Management Cooperation Act of 1978 and shall be comprised of two (2) Trustees who are members of the WTEC and are selected by the WTEC and two (2) Trustees from the Union. The purpose of the LECET shall be to improve job security and cooperation between the Union and Contractor and promote work within the industry.

**Section 20.5.** In the event an Employer becomes delinquent in his payments to the IAP/CA Fund, and after the Allied Construction Employers Association (ACEA) Board of Directors has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed by the Board of Directors, as liquidated damages, 20% of such delinquent payments and further, such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the ACEA refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

**Section 20.6.** If the Employees are removed from the job by the Union to enforce payments or liquidated damages assessments,

the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

**Section 20.7.** The trust agreement or other instrument governing the Wisconsin Laborers Skill Improvement Fund, and any amendments thereto shall be subject to prior approval by the ACEA. In addition, the ACEA shall have the right to designate and appoint at least one or more members of the Board of Trustees or other governing board administering said Fund, and the Trust Agreement or other similar document governing the affairs of the Fund shall so provide.

**ARTICLE XXI**  
**SEPARABILITY CLAUSE**

Any provision of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any such laws, nevertheless the remainder of the Agreement shall remain in full force and effect unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement.

**ARTICLE XXII**  
**TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

#### **ARTICLE XXIII**

##### **PICKET LINE**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line including the primary picket line of the Union party to this Agreement and including the primary picket lines at the Employer's places of business.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any Employee refuses to perform any services which the Employer undertakes to perform as an ally of the Employer or person whose Employees are on lawful strike and which service, but for such strike, would be performed by the Employees of the Employer or persons on strike.

#### **ARTICLE XXIV**

##### **NON-DISCRIMINATION**

It is agreed that there shall be no discrimination by either the Employer or the Union against any Employee or group of Employees because of race, color, creed, sex, age or national origin.

#### **ARTICLE XXV**

##### **REFRACTORY WORK**

The following additional terms and conditions shall only apply with respect to work performed by Employees engaged in Refractory Work.

**Section 25.1. Duties of Refractory Laborer.** A refractory laborer will demolish, tear out, dismantle and remove refractory firebrick by any process, including any and all refractory materials in and about any furnace, boiler, etc. They will convey and mix all materials used in rebuilding the furnace, boiler, etc. They will build all scaffolding.

**Section 25.2.**

- (a) **Room and Board.** Each refractory laborer required by the Employer to stay away from home overnight in connection with work at a job site outside of the Free Zone shall be paid seventy-five dollars (\$75.00) per day while so away from home including Saturdays, Sundays and holidays for room and board. When so receiving room and board, each employee shall be entitled to the travel allowance provided by Subsection (b) only once. When required to stay away from home overnight, Employees may nevertheless commute to their homes for their convenience, but in said event shall not be entitled to the travel allowance but only room and board.
- (b) **Travel Allowance.** Each Employee employed at a job site located outside the Free Zone shall receive the mileage allowance as permitted by the IRS each way calculated from Milwaukee City Hall to the job site plus prorated basic wage at one (1) hour each forty (40) miles each way for jobs located outside of the Free Zone. Payments to the various trust funds shall be made for all travel time hours or fractions thereof.
- (c) **Refractory Work.** Refractory laborers shall receive the same travel time allowances and subsistence received by any other trade on refractory work provided, however, that it is not a lesser amount than in this Agreement.

**Section 25.3. Workday.**

- (a) Eight (8) hours shall constitute a day's work to be scheduled between 8:00 A.M. and 4:30 P.M., Monday through Friday.
- (b) Refractory laborers shall be allowed fifteen (15) minutes personal cleanup time before lunch and quitting time.
- (c) **Overtime.** Employees represented by the Union shall be allowed to work overtime. All hours worked over eight (8) hours shall be compensated at double the straight time hourly wage rate.
- (d) **Saturday, Sunday and Holiday Work.** All work performed on Saturday, Sunday, New Years Day, Memorial Day, Fourth of

July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the straight-time hourly wage rate. All such work must be reported to the Union.

(e) Shift Work. When second and third shifts are worked, double time shall start at 12:01 A.M. Saturday and cease at the end of the shift on Monday. Employees working the second and third shifts shall be compensated at one and one-seventh (1-1/7) hours' pay for each hour worked for the first seven (7) hours and double the straight-time hourly rate for each additional hour. All such work must be reported to the Union.

**Section 25.4.** In order to protect the safety of the refractory employees, the work crew shall consist of no less than two (2) people.

**Section 25.5.** If there is any inconsistency between the terms and conditions set forth in this Article and those set forth in the balance of the Agreement, those specified in this Article shall prevail. Terms and conditions not set forth in this Article shall be governed by terms and conditions set forth elsewhere in this Agreement.

#### **ARTICLE XXVI** **DURATION OF AGREEMENT**

**Section 26.1.** This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2012, and from year to year thereafter, unless terminated by written notice given by either party to the other not less than ninety (90) days prior to the expiration date (May 31, 2012), or any anniversary thereof. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subjects of collective bargaining between them, it is expressly agreed that there shall be no reopening of this Agreement for any matter pertaining to rates of pay, wages, hours of work, or other terms and conditions of employment, or otherwise, during the term of this Agreement.

**Section 26.2.** Effective as of June 1, 2008, this Agreement supersedes and replaces the 2004 – 2008 Agreement heretofore entered into on June 1, 2004.

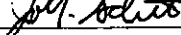
**Section 26.3.** By execution of this Agreement, an Employer who is not a member of the Bargaining Associations authorizes the Associations to act as its Collective Bargaining Representative for all matters relating to this Agreement. The parties agree that said non-association member will hereafter be a member of the multi-employer bargaining unit represented by the Associations unless the non association member withdraws this authorization by written notice to the Union and the Associations not more than ninety (90) days but not less than sixty (60) days prior to the expiration date of this Agreement or any successor Agreement.

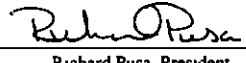
Dated this 1st day of June, 2008.



LABORERS INTERNATIONAL UNION OF NORTH  
AMERICA

WISCONSIN LABORERS' DISTRICT COUNCIL AND ITS  
AFFILIATED LOCAL UNION NO. 113

By   
John Schmitt, Business Manager

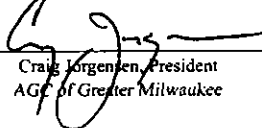
By   
Richard Pusa, President

ALLIED CONSTRUCTION EMPLOYERS  
ASSOCIATION, INC.

By   
James Macejkovic, President

By   
Peter Kallin, Chairman  
ACEA Labor Policy Committee

ASSOCIATED GENERAL CONTRACTORS  
OF GREATER MILWAUKEE, INC.

By   
Craig Jorgensen, President  
AGC of Greater Milwaukee

ALL OTHER CONTRACTORS SIGN HERE

COMPANY NAME \_\_\_\_\_

BY \_\_\_\_\_  
NAME AND TITLE

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

**Exhibit "A"**

**Schedule of Wages and Job Classifications**

**Building Classifications:**

**6-2-2008**

General Laborer, Asbestos Abatement Remover, Toxic Waste Remover, Mason Tender .....	\$25.52
General Foreman .....	\$28.07
Foreman .....	\$26.80
Caisson Work .....	\$26.18
Caisson Worker – Top Man .....	\$25.83
Nozzleman .....	\$26.03
Barco Tamper .....	\$26.74
Construction Specialist (duties to be determined by employer) .....	\$25.99
Jackhammer Operator, Certified Welder & Gunitite Machine Men .....	\$25.74
Air & Electric Equipment & Power Equipment, Mortar Mixer & Forklift Operator, Top man on Chimney up to 50 feet (for every additional 50 feet, \$0.25/hour increase) .....	\$25.63
Scaffold Builder, Erector & Swing Stage .....	\$25.63
Between 75 feet & 100 feet .....	\$26.13
Over 100 feet .....	\$26.38
Water Boy .....	\$25.35
Watchman .....	\$23.59

IN ADDITION TO THE ABOVE WAGE RATES, contributions for each hour (whether straight-time or overtime) for which wages or compensation is payable to an employee under this Agreement shall be made to the Health, Pension, Industry Advancement Program/Contract Administration (IAP/CA) and Wisconsin

Laborers' Skill Improvement Fund. (W.L.S.I.F.) (\*Vacation is included in gross wages and mailed to the Building and Public Works Laborers Vacation Trust Fund.)

6-2-2008

Health & Welfare .....	\$7.30
*Vacation.....	(\$1.50)
Pension Fund.....	\$5.05
IAP/CA and WLSIF, CLMC/BIGSTEP.....	\$.40
LECET .....	\$.08

\*Minus sign on vacation/working dues indicates amount to be deducted from base rate after tax deduction.

**EXHIBIT "B"**  
**NO DISCRIMINATION**

Relating to Article 24.

It is agreed the intent of this section change is to comply with the Americans with Disabilities Act.

The Union and the Employers agree that all efforts to comply with A.D.A. is our goal but it is also understood that as per A.D.A. regulations, reasonable accommodation should not impose undue hardships to the Employers' operations of their businesses.

**EXHIBIT "C"**  
**HOLIDAY PAY**

Pertaining to Section 3.3. (c)

It is agreed that the intent of this section change is if a holiday falls on a Saturday it shall be observed on the preceding Friday without pay. If the said Friday is worked by any employee, the Friday shall be paid at straight time rate unless the Federal Government designated the Friday as the observed paid holiday and any employee working said Friday will be compensated at the holiday double time rate.

If a holiday falls on a Sunday, it shall be observed on the following Monday without pay. If the said Monday is worked by any employee, the Monday shall be paid at straight time rate unless the Federal Government designates the Monday as the observed paid holiday and any employee working said Monday will be compensated at the holiday double time rate.

**EXHIBIT "D"**  
**SUBSTANCE ABUSE TESTING**  
**AND ASSISTANCE PROGRAM**

The parties agree during the term of this Agreement to negotiate over the terms of a uniform industry-trade wide drug and alcohol testing program.

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Associated General Contractors of Greater Milwaukee, Inc., the Allied Construction Employers Association, ("Employer Associations") and the Wisconsin Laborers District Council and its affiliated Local Union 113 of the Laborer's International Union of North America ("Union"). The term Contractor" or "Company" when used herein refers to the construction industry contractors who are signatory or bound to a Collective Bargaining Agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 2004-2008 Collective Bargaining Agreement ("Agreement").

**I. Purposes**

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- C. To reduce substance abuse-related accidental injuries to persons or property;

- D. To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;
- E. To provide rehabilitation assistance for qualified and eligible employees who seek help;
- F. To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
- G. To deter individuals from bringing, possessing or using alcohol and drugs in connection with work;
- H. To clearly state the commitment of construction contractors and the union to a workplace free from the effects of illegal drug use and;
- I. To comply with any law or regulation requiring such programs.

## **II. Policy**

### **A. GENERAL PROVISIONS**

- 1. The contractor prohibits the use, possession or distribution on its premises or work sites of alcohol and other illegal drugs. Employees must not report to work or be on work premises at any time under the influence of alcohol or any other illegal drugs. Legally prescribed drugs may be permitted on company premises or work sites provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.
- 2. Unopened and sealed alcoholic beverages are permitted in personal vehicles and on Company property.
- 3. The Contractor reserves the right to have authorized personnel conduct any additional alcohol or other drug testing mandated by law.
- 4. At the discretion of the Contractor any persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug will be reported to the civil authorities.

5. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.
6. Where an owner or contracting agent requires alcohol or other drug testing of contractor employees other than as is provided for in this policy, the Contractor may implement the owner or contracting agent required program for the project.

#### B. PRE-EMPLOYMENT SCREENING

All signatory contractors may engage in pre-employment drug testing of Union members covered by the Building Laborer Agreement ("Agreement"), as long as the pre-employment testing procedure is done as provided in the Substance Abuse Testing and Assistance Program, Exhibit I of the Agreement.

#### C. POST-HIRE SCREENING

1. (a) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is under the influence of alcohol or an illegal drug as defined in this section, will be subject to discipline up to and including suspension and be required to undergo an alcohol or other drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is under the influence and exhibits (such traits as slurred speech, inappropriate behavior, decreased motor skills, etc.).
- (b) A contractor may also require alcohol or other drug testing for illegal drugs where an employee was involved in or caused a work related accident or where an employee was operating or helping to operate machinery, equipment or vehicles involved in a work related accident

which resulted in a significant recordable injury as defined by OSHA regulations or significant property damage, and for which the cause of the accident is not readily explainable.

2. Whenever possible, before an employee is required to submit to testing under this policy based on reasonable suspicion the employee should be observed by more than one individual.
3. (a) All positive tests for drugs other than alcohol will be confirmed. Initial testing will be by immunoassay, with all confirmation testing being by gas chromatography/mass spectrometry. The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine, and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.
- (b) The Employer and the Union will select reputable laboratories certified by SAMHSA to perform testing under this policy. An unbroken chain of custody of the specimen from the time it is taken from the employee up through the time the laboratory tests the specimen shall be preserved. Tamper-proof sample-handling methods must be observed; and the laboratory must follow the test manufacturer's instructions in both administration of the test and the reporting of results as "positive" or "negative." All tests that indicate a positive result will be reviewed by a Medical Review Officer (MRO) before being reported to the employee, Contractor and Union as positive.
- (c) At the request of any employee tested under the alcohol and other illegal drug testing procedure contained in this



agreement, a portion of the original specimen(s) will be preserved for private testing by the employee at his or her own expense by an independent laboratory in the event questions are raised concerning the accuracy of the test administered at the request of the Employer. The additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract, however, if and only if the testing laboratory is SAMHSA certified.

- (d) Testing for alcohol content will be by blood analysis or breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State Motor Vehicle regulation.
- 4. In the event the test's result is negative, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had his work hours not been interrupted by the test. This is considered full reinstatement.
- 5. In the event of a positive confirmatory test for alcohol or other drug the tested employee will be referred to participate in the Employee Assistance Program of the Wisconsin Laborer's Health Fund. Strict adherence to the guidelines and medical recommendations of that program will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the contractor or a contractor's customer.
- 6. If an employee who tests positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues in any recommended aftercare program. In the event an employee enters but fails to complete a required aftercare program he may be subject to immediate discharge.

7. If an employee refuses to be tested for substance abuse although directed to do so, he or she will remain on suspension for thirty days. Continued refusal to submit to drug screening after the 30 day period, will subject the employee to severe disciplinary action up to and including termination.

8. Random Testing

- (a) The parties agree to the establishment of a random testing program which shall include all bargaining unit employees covered by the Local 113 Building Laborer's Agreement in addition to all alumni and non-bargaining unit employees participating in the Wisconsin Laborer's Health Fund in accordance with the following guidelines.
- (b) All specimen collection for random tests shall take place at sites jointly agreed to by labor and management.
- (c) The costs of all tests, specimen collection and random selection shall be borne by the contractor and the contractor shall pay the employee for all time spent complying with this Section, including travel and time spent for testing, at the employee's hourly straight-time rate.
- (d) All testing procedures shall be identical to those provided elsewhere in this policy.
- (e) Employees shall be selected on a random basis from the total pool of participants in the Health Fund. The total number of random tests in a calendar year shall equal 15 percent (subject to labor-management review) of the total number of participating employees in the Health Fund, including bargaining unit employees, alumni, and non-bargaining unit employees.
- (f) If the contractor refuses to have an employee tested who has been randomly selected, the employer shall pay an amount equal to two times the General Laborer's hourly

wage plus the amount equal to the costs for the testing provided for under this policy to the Southeast Wisconsin Laborer's Skill Improvement Fund.

### **III. COUNSELING OR TREATMENT**

- A. The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.
- B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements of the fund. The trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
- C. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation".
- D. Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. These tests shall be at the Contractor's expense.
- E. The parties recognize the drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to protect the employee's rights any test results

shall be disclosed only to the testing lab, the Contractor, Medical Review Officer, employee and Union Representative.

F. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result an employee may request that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

#### **IV. REHABILITATION**

Any employee who feels that he or she has developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence through the E.A.P.

Any employee who comes forward to seek assistance may, at the Contractor's discretion be suspended without pay pending completion of a counseling assessment and the furnishing of certification by the Counselor/Physician that the employee is able to return to his or her job and perform it safely.

#### **V. MISCELLANEOUS PROVISIONS**

A. An appropriate notice to employees concerning the existence of this program, and the treatment and counseling available as well as the penalties described above shall be communicated to employees covered by this Agreement.

B. Neither the Employer Association(s) nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

#### **VI. CONCLUSION**

This program and policy statement are intended to protect the Contractor's most valuable asset, namely its employees. The health and safety of all employees and the general public is of the utmost concern. The above presented program will help insure a safe work place for all.

**EXHIBIT A**  
**CONSENT TO BREATH AND/OR BLOOD TEST**

I hereby voluntarily consent to a breath test or to a blood test, including the drawing of my blood, pursuant to the Substance Abuse Testing, and Assistance Program ('SATAP'). I acknowledge that I have been given notice of SATAP and that I understand the program and that the test results may be disclosed to the employer, the Union, the testing laboratory and to me.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNED

**EXHIBIT B**  
**CONSENT TO URINALYSIS**

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program ('SATAP'). I acknowledge that I have been given notice of SATAP and that I understand the program and that the test results may be disclosed to the employer, the Union, the testing laboratory and to me.

*Complete (if applicable): I have been exposed to the following industrial chemicals in the last 21 days;*

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNED

**EXHIBIT E**  
**MARKET RECOVERY**

The program will provide that when a signatory contractor finds non-union competition bidding on a project he/she is interested in the signatory Contractors can submit a request from the Wisconsin Laborers' Defense Fund Committee requesting a target rate. The Committee will evaluate the request and determine whether or not to provide a Targeting Grant on the Project and the amount of the Grant. It will be the responsibility of each Contractor to contact the Wisconsin Laborers' District Council at area code (608) 274-5757 to determine whether a particular job has been targeted.

## NOTES

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